

6602-455 2070

STATE NS. - DE SOTO CO. ADM
FILED

APR 16 3 55 PM '01 ADM

BK 1314 193
W. K.

This Instrument Prepared By:
American Title Company
104 Timber Creek # 2
Cordova, Tennessee 38018

DEED OF TRUST

FOR AND IN CONSIDERATION of one dollar to us paid, the receipt of which is acknowledge, and the other consideration mentioned,

*****Clarence Pegues and wife Rhonda Pegues*****has this day bargained and sold, and do hereby transfer and convey to American Title Company, Inc., Trustee, Shelby County, Tennessee and their successors is trust certian property in the State of Tennessee County of Shelby, described as follows:

SEE EXHIBIT "A"

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS:
\$37212.08

TO HAVE AND TO HOLD said property to said American Title Company, Inc., Trustee, and its successors in trust, forever we covenant that we are lawfully seized of the said property, have a good right to convey same and that the same is unencumbered, except as set forth herein:

We further covenant and bind ourselves, our heirs and representatives, to warrant and defend the title to said property to the said American Title Company, Inc., Trustee and its successors in trust, and its assigns, forever against the lawful claims of all persons.

But this conveyance is made IN TRUST for the following uses and trusts and for no other purposes, to-wit:

To secure the payment of one note of even date herewith payable to the order of **Jerold A. Campell**, its heirs and assigns, for borrowed money in the principal amount of **\$37270.72** with interest thereon as set forth in said note, and payable according to the terms and conditions contained in said note.

As part of the consideration for the execution of the said instrument, and of the indebtedness secured hereunder, the undersigned agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the sum of INSURABLE VALUE, OR AT LEAST THE MAXIMUM INSURABLE VALUE, until the indebtedness as his interest may appear.

Undersigned further agree to pay all taxes and assesments thereon, general or special, and pay them when due, an, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove any and all liens which may be hereafter placed against said property ans which shall adversely affect the lien of this instrument of enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be requires to appear in any court or tribunal to enforce this deed of trust or the terms thereof, or to defend the title to, or possession of, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the court costs and expences of such appearance or proceedings, together with reasoable attorneys fee, shall be allowed, and if

paid by trustee of the lawful owner and holder of said indebtedness shall bear Twelve Percent (12%) interest from the date of payment and shall become part of the indebtedness secured hereby.

Now if the undersigned grantors shall pay said indebtedness, and all instruments thereof, when due, according to the terms hereof, or of any notes evidencing the same, and pay taxes, keep up repairs, keep said premises insured, and perform the other and forgoing obligations and agreements, then this trust conveyance shall be of no further force and effect. But if grantors fail to pay said indebtedness, or any part of installment thereof, promptly at maturity, or if, failing to pay taxes, keep up repairs, keep said premises insured, or perform said other obligations and agreements as herein provided, grantors fail to reimburse the trustee or lawful owner and holder of said indebtedness, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said indebtedness in part of installments thereof then past due and unpaid, all remaining unpaid indebtedness shall become due and payable at once, without notice and the said trustee, or his successors in trust, is hereby authorized and empowered, upon giving twenty days notice by three publications in any newspaper, daily or weekly, published in Shelby County, Tennessee, to sell property at the front door of the court house in said county to the highest bidder for cash, at a public outcry, free from equity of redemption, the statutory right of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived, and the said trustee or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. Grantors agree that the trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the next rents actually received by him. Grantor further agrees that, in the event the Trustee fails, before selling said property herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the trustee of a deed for said property.

In the event of death, inability, or refusal to act of said Trustee at any time when action under the forgoing powers and trust may be required, the owner of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to the above named trustee shall be vested in said successor.

In the event of sale of said property under and by virtue of this trust, the grantors and all persons holding under them shall be and become the tenants at will of the purchaser from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option of said purchaser upon five days written notice.

Upon any sale under this Deed of Trust, the proceeds shall be applied by the trustee:

First: To pay all the costs and charges of executing this trust, including attorneys fees and the expense of any litigation which may arise on account of the execution and enforcement of this trust, or in connection therewith as above provided.

Second: To pay said debt, or any balance thereof then remaining unpaid.

Third: The residue to be paid to grantors, or their order,

Whenever used, the singular shall be used as plural, the plural used as singular, and the use of any gender shall be applicable to all genders.

Witness my hand this _____ day of _____, 20____.

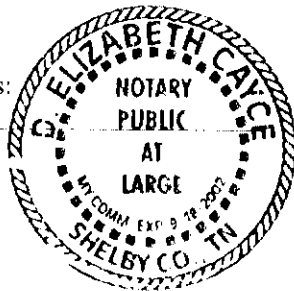
Glenn D. Regier
Rhonda Regier

State of Tennessee
County of Shelby

Personally appeared before me, the undersigned, a notary public in and for said County and State, the within named Clarenda Pegues & Ronda Pegues, with whom I am personally aquatined, and who acknowledged that she/he executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 28th day of March, 2001.

My Commision Expires:



Elizabeth Cayce
Notary Public

Being Lot No. 35 and 36, Phase I , on the Plan of Windstone Subdivision, Section 26, Township 1 South, Range 7 West , as of record in Plat Book 65 , page 30 , Register's Office for DeSoto County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description thereof.

Being the same property conveyed to Jerold A. Campbell by deed from Wedge LLC, of record in Book 356, page 285, Register's Office for DeSoto County, Mississippi.